

Motorcycle Insurance Documents



CAROLE NASH
The care it deserves

Useful Numbers and Information

Customer Services

If you have any queries regarding this policy, please contact us:

Phone: 1800 298 551

Email: emerald@carolenash.com

Making a Claim

Should you be in the unfortunate position of having to make a claim, our in-house 'Talking Claims' service removes much of the inconvenience and hassle to you.

Simply call

1800 930 803.

For more details please refer to page 7

Breakdown Assistance

Should you need to use breakdown assistance under the terms of this policy, simply call the number below:

In Ireland: 090 645 1972

In the UK: 0800 093 5318

Rest of Europe: 0044 1737 826 112

More information can be found on page 15

Legal Expenses Cover

Should you require help to recover costs such as loss of earnings, a policy excess, hire of another vehicle or compensation for any injury you suffer as a result of an accident which was not your fault. This cover is included as part of your policy.

24hr Legal helpline 0044 333 241 9567

More information can be found on page 9

Foreign Use

Should you wish to travel to a country outside the EU which is not listed in your Policy Schedule, or if you wish to travel with your motorcycle overseas for longer than is stated in your Policy Schedule, please call us on 1800 298 551.

More information can be found on page 6

Important Information

Changes in Your Circumstances

You must tell Carole Nash Insurance immediately about any changes to the information set out in the Statement of Fact, Certificate of Motor Insurance or on your Policy Schedule.

More information can be found on page 9

Data Protection

Please check your insurers' privacy notice on the Statement of Fact for more information on how they use your information.

Welcome

Thank you for arranging your motorcycle insurance through Carole Nash, we hope you find this booklet useful in ensuring you get the most out of your insurance policy.

Contained within this booklet is information about your policy cover. Please take time to read the policy wordings and your Carole Nash Terms of Business (enclosed within your policy document pack) as they contain vital information about your policy.

If you have any queries regarding this policy, please contact us:

Phone: 1800 298 551

E-mail: emerald@carolenash.com

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Contract of Motorcycle Insurance

Details of your Insurer can be located in your Policy Schedule.

We will provide insurance under the terms, exceptions, conditions and endorsements of this policy, during any period for which we have accepted your premium. Please take time to read through your documents which contain important information about the details you have given.

It is possible to choose the law which is applicable to this contract. Unless we have agreed otherwise, Irish law will apply. This insurance is provided by certain Insurers. Each Insurer is only liable for their own share of the risk and not for each other's share. You may ask for the names of the Insurers and the share of the risk each has taken on.

Signed for and on behalf of the Insurers.



Ian Donaldson
Chief Executive Officer
Carole Nash Insurance Consultants Ltd

Motorcycle Insurance Policy Wording

Definitions

The following words or phrases have the meanings given below whenever they appear in the main **Motorcycle Insurance policy** wording. These will be shown in **bold**.

Accessories

Additional or supplementary parts of **your motorcycle** not directly related to its function as a motorcycle. This definition includes top boxes, tank bags and other luggage carriers while fitted to **your motorcycle** but does not include telephone, audio, navigation equipment, helmets or clothing.

Agreed Value (if applicable)

This is the amount shown in the **Policy Schedule**, which represents the value of **your motorcycle**. This is the most **we** will pay **you** if **your motorcycle** is lost, a totally destroyed or where the cost of repairs is greater than the **agreed value**.

Note: **Agreed value** can be considered only if **you** have submitted all necessary photographs (and valuation if required) and these have been received and accepted by Carole Nash Insurance Consultants Ltd. If this documentation has not been received and **your motorcycle** is lost, totally destroyed or damaged, the most **we** will pay will be **market value**.

Certificate of Motor Insurance

Evidence that **you** have the motor insurance required by law. It shows who may ride **your motorcycle** and what it may be used for.

Conditions

These describe **your** responsibilities and the procedures that **you** must follow. Failure to meet with **policy conditions** could mean that **you** do not have the full protection of **your policy** and that **we** may refuse to deal with **your** claim or reduce the amount of any claim payment.

Endorsement

A change in the terms of the insurance which replaces the standard insurance wording, and is printed on, or issued with, the **Policy Schedule**.

Excess

The amount **you** must pay towards any claim.

Insurer/we/our/us

The **Insurer** described in the **Policy Schedule**.

Market Value

The cost of replacing **your motorcycle** with one of the same make, model, specification, mileage and age, and which is in the same condition **your motorcycle** was in immediately before the loss or damage **you** are claiming for.

Your Motorcycle/Your Vehicle/Insured Vehicle

Any mechanically propelled vehicle with or without a sidecar that has less than four wheels as specified on the **Policy Schedule** or described in the current **Certificate of Motor Insurance**.

Period of Insurance

The period of time covered by this insurance (as shown in the **Certificate of Motor Insurance** and **your Policy Schedule**).

Policy

The contract between **us** and **you** which is made up of the current **Policy Schedule**, **Certificate of Motor Insurance**, **Proposal Form** or **Statement of Fact** and this booklet.

Policy Schedule

This provides details of **you**, **your motorcycle** and the insurance protection provided to **you**.

Proposal Form or Statement of Fact

The document completed by **you** or on **your** behalf which contains information **you** gave at the time the insurance was arranged and on which **we** have relied in providing this insurance.

Race Track

Any track, field, circuit or road, including toll roads (with no maximum speed limit), which is being used at the time of the loss or damage for racing, rallies, pacemaking, speed trials or track days.

United Kingdom (UK)

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

You/Your/Policyholder

The person described as the **policyholder** on the current **Certificate of Motor Insurance**.

Your Cover

Your current **Policy Schedule** shows the cover applicable to **your motorcycle(s)**

Section	Cover Provided	Comprehensive	Third Party Fire & Theft	Third Party Only	Page
Section 1	Liability to Others	✓	✓	✓	4
Section 2	Cover for Fire & Theft	✓	✓	x	5
Section 3	Damage to your motorcycle	✓	x	x	5
Section 4	Foreign Use	✓	✓	✓	6
Legal Expenses Policy	Legal expenses cover, in the event of an accident that is not your fault	✓	✓	✓	9
UK & EU Breakdown Recovery	UK & European accident breakdown recovery, including Homestart	✓	✓	✓	15

Section 1 Liability to others

What is Covered

Riding Your Motorcycle

We will insure **you** for all the amounts **you** may be legally liable to pay for:

- death or injury to other people; or
- damaging property (**we** will pay up to €30,000,000 including legal costs for any claim or claims arising from one incident);

as a result of any accident **you** have while **you** are riding, using or in charge of **your motorcycle**, during the **period of insurance**.

Riding Other Motorcycles

We will also provide the cover shown above (if this is specified in **your Certificate of Motor Insurance**) for **you** to ride any **motorcycle** that **you** do not own and have not hired under a hire purchase or leasing agreement, as long as **you** have the owner's permission to ride it.

You are not insured against the following:

- any loss or damage to the **motorcycle** **you** are riding.
- any event which occurs outside of the Republic of Ireland and the UK.
- any event which occurs when this **policy** is not in the name of an individual person.
- any liability if **you** are not riding the **motorcycle**.
- securing the release of a **motorcycle** which has been seized or confiscated by, or on behalf of, any government or public authority.
- any liability unless the owner or keeper of the **motorcycle** **you** are riding has arranged his/her own insurance separate to this **policy**

Other People Riding or Using Your Motorcycle

The following people are also insured:

- any person **you** allow to ride or use **your motorcycle**, as long as this is allowed by **your** current **Certificate of Motor Insurance** and has not been excluded by an **endorsement**, exception or **condition**.
- any person who causes an accident while travelling on or getting on or off **your motorcycle**

Business Use

If **your** allows business use, **we** will insure **your** employer or business partner against the events shown above under 'Riding **your motorcycle**' while **you** are working for that employer or partner, but not while using a vehicle provided by the employer or partner unless that vehicle is shown in the **Policy Schedule**.

Legal Personal Representatives

After the death of anyone who is covered by this insurance, **we** will deal with any claim made against that person's estate, provided that the claim is covered by this insurance.

Legal Costs

In respect of any occurrence which may be the subject of indemnity under this section **we** will pay:

- the solicitor's fee for representation at any Coroner's inquest in respect of any death.
- the solicitor's fee for defending any proceedings in any Court of Summary Jurisdiction.
- the cost of legal services up to €2,000 for defence in the event of proceedings being taken for manslaughter or dangerous driving causing death or serious bodily harm.
- claimant's costs and expenses.
- all other costs and expenses incurred with the written consent of the **Insurer**.

Special Provision in Respect of UK Use

In so far as concerns occurrences in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands the **Insurer** will indemnify any person using the **insured vehicle** against liability for emergency medical treatment payments under the Road Traffic Acts.

What is not covered

These exclusions apply to the whole of Section 1 - Liability to others.

- death of, or bodily injury to any person arising out of and in the course of their employment by the **policyholder** or by any other person claiming under this insurance. This does not apply if **we** need to provide cover due to the requirements of relevant laws.
- loss of, or damage to any property belonging to (or in the care of) any person claiming under this Section of the insurance.
- anyone covered by any other insurance.
- loss of or damage to any **motorcycle** or trailer covered under this insurance.

Section 2 Cover for Fire & Theft

What is covered

If **your motorcycle** or its **accessories** are lost or damaged by fire, theft or attempted theft during the **period of insurance**, **we** will choose to either repair or replace **your motorcycle** or the **accessory**, or **we** will give the legal owner a cash payment up to or the same as the **market value** or **agreed value** of **your motorcycle** or the **accessory** at the time it was damaged.

Suitable parts or **accessories** may be used which are not supplied by the original manufacturer.

If **your motorcycle** is insured on an **agreed value** basis (as stated in the **Policy Schedule**) in the event of a total loss **you** will be given the option to purchase any remaining salvage at the amount **your motorcycle** will attract on the open market in its damaged condition.

If **your motorcycle** is insured on a **market value** basis in the event of a total loss the salvage/**motorcycle** will become the property of the **Insurer**.

What is not covered

- the amount of the **excess** shown in the **Policy Schedule**.
- loss of value, wear and tear, mechanical, electrical, electronic or computer failures or breakdowns or breakages.
- loss of use.
- depreciation in value of **your motorcycle** after **you** have made a valid claim under this section.

- loss or damage caused by deception.
- theft as a result of keys remaining in or on **your motorcycle** whilst it is unattended.
- loss or damage to any **accessory** which is not permanently attached to **your motorcycle** at the time of the loss.
- loss of or damage to **accessories** unless **your motorcycle** is damaged or stolen at the same time.
- theft or unauthorised taking of the **motorcycle** by a member of the **policyholder's** family or anyone normally living with **you**.
- loss of or damage to specialist paintwork, including any engraving or precious metals, on **your motorcycle**.
- loss of or damage to trailers.
- loss or damage to **your motorcycle** or **accessory** due to or occasioned by the impounding or destruction of **your motorcycle** by an authorised body.
- loss or damage from taking **your motorcycle** and returning to its legal owner.

Section 3 Damage to Your Motorcycle

What is covered

If **your motorcycle** or its **accessories** are accidentally or maliciously damaged or vandalised during the **period of insurance**, **we** will choose to either repair or replace **your motorcycle** or the **accessory**, or **we** will give the legal owner a cash payment up to or the same as the **market value** or **agreed value** of **your motorcycle** or the **accessory** at the time it was lost or damaged.

Suitable parts or **accessories** may be used which are not supplied by the original manufacturer.

If **your motorcycle** is insured on an **agreed value** basis (as stated in the **Policy Schedule**) in the event of a total loss **you** may be given the option to purchase any remaining salvage at the amount **your motorcycle** will attract on the open market in its damaged condition.

If **your motorcycle** is insured on a **market value** basis in the event of a total loss the salvage/**motorcycle** will become the property of the **Insurer**.

What is not covered

- the amount of the **excess** shown in the **Policy Schedule**.
- loss of value, wear and tear, mechanical, electrical, electronic or computer failures or breakdowns or breakages.
- damage to tyres by braking, punctures, cuts or bursts.
- loss of use.

- depreciation in value of **your motorcycle** after **you** have made a valid claim under this section.
- loss of or damage to any **accessory** which is not permanently attached to **your motorcycle** at the time of the loss.
- damage caused by chewing, scratching, tearing or fouling by domestic pets, or caused by vermin, animals, insects, mildew or fungus.
- damage caused by frost, smog or any gradual process.
- loss or damage resulting from unauthorised taking of **your motorcycle** by a member of the **policyholder's** family or anyone normally living with **you**.
- damage **you** or anybody insured under this **policy** has done deliberately.
- loss of or damage to **accessories** unless **your motorcycle** is damaged at the same time.
- damage to specialist paintwork, including any engraving or precious metals, on **your motorcycle**.
- loss of or damage to trailers.
- loss or damage to **your motorcycle** or **accessory** due to or occasioned by the impounding or destruction of **your motorcycle** by an authorised body.
- loss or damage from taking **your motorcycle** and returning to its legal owner.

Section 4 Foreign Use

European Union (EU) Compulsory Cover

We provide the minimum cover required by law to allow **you** to use **your motorcycle** in any of the following countries:

- any country, which is a member of the European Union.
- any country which the Commission of the European Communities is satisfied has made arrangements of Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor **vehicle**.

European Union (EU) compulsory cover does not apply when **you** are riding any **motorcycle** that **you** do not own or have hired under a hire purchase or leasing agreement.

In addition **we** will also provide the cover shown in **your Policy Schedule** while **you** are using **your motorcycle** within the areas listed above

While **you** are visiting these countries, **your** insurance will be extended to cover the following:

- **your motorcycle** being moved (including loading and unloading) by sea, rail or air between the countries where **you** have cover.
- in the event of any incident which results in a claim

under Section 2 - Cover for fire and theft, or Section 3 - Damage to **your motorcycle**:

- the cost of delivering **your motorcycle** to **you** or to **your** home in the UK after necessary repairs have been finished; or
- foreign customs duty **you** must pay because damage to **your motorcycle** prevents its return to the Republic of Ireland.

• General Average and Salvage charges if **you** are liable. **We** will only provide this cover if **your** permanent home is in the Republic of Ireland.

Important: The length of time that **we** will give cover for under this section in any one **period of insurance** may be limited. The number of days that **we** will provide this cover for will be specified in the **endorsements** shown in **your Policy Schedule**.

If **you** want to travel to a country that is not shown on the back of **your Certificate of Motor Insurance**, or if **you** wish to go for longer than the number of days shown in **your endorsement**, please contact **our** Customer Services team on 1800 298 551.

General Exceptions

These general exceptions apply to the whole of this insurance.

Your insurance does not cover the following:

- any liability, accident, injury, loss or damage that happens while any **motorcycle** covered by this insurance is:
 - being used for a purpose which the **motorcycle** is not insured for;
 - in the charge of anyone who is not described in the **Certificate of Motor Insurance** as a person entitled to ride;
 - in the charge of anyone who is excluded from riding by an **endorsement**;
 - being ridden by or in the charge of anyone who does not have a driving licence and or a valid IBT certificate if required;
 - being ridden by or in the charge of anyone who is disqualified from riding, who has not held a driving licence or who is prevented by law from holding one;
 - being ridden by or in the charge of anyone who does not meet the terms and **conditions** of their driving licence;
 - being used on any part of an airport or airfield provided for aircraft movement, parking or maintenance;
 - being used to carry passengers or goods in a way likely to affect the safe driving or control of **your motorcycle**;
 - being used on a **race track** or off road activity of any description or de restricted toll roads such as the

Nurburgring.

- any liability that **you** have agreed to accept
- unless **you** would have had that liability anyway.
- any loss, damage, injury, or liability directly or indirectly caused by:
 - war, invasion, any act of terrorism, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, revolution, or any similar event (except where **we** need to provide cover to meet the compulsory motor insurance law);
 - earthquake;
 - ionising radiation or radioactive contamination from nuclear fuel, or nuclear waste, or the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment or nuclear parts;
 - pressure waves caused by aircraft and other flying objects; or
 - carrying any dangerous substances or goods (except where **we** need to provide cover to meet the compulsory motor insurance law).
- any liability, loss or damage that happens outside the Republic of Ireland or UK (apart from where cover is provided under Section 4 - Foreign use, or unless **you** have paid an extra premium to extend **your** cover).
- any proceedings brought against **you** outside the Republic of Ireland or UK, unless they result from using **your motorcycle** in a country which **we** have agreed to extend this insurance to cover.
- any liability, injury, loss or damage caused directly or indirectly by:
 - pollution; or
 - contamination;

unless the pollution or contamination is directly caused by one incident at a specific time and place during the **period of insurance** and is:

- sudden;
- identifiable;
- unintended; or
- unexpected.

The pollution caused by one incident will be considered to have occurred at the time the incident took place.

This exception does not apply if any compulsory motor insurance law says **we** must provide this cover.

Any liability, damage, cost or expenses, which are more than **our** legal liability under the relevant road traffic legislation for any claim, if **you** or any other person entitled to ride **your motorcycle** is:

- found to be over the limit for alcohol to the extent which would constitute an offence under the laws of the country in which the accident occurred
- is driving whilst unfit through drink or drugs, whether prescribed or otherwise,
- fails to provide a sample of breath, blood or urine when required to do so, without lawful reason.

Policy Conditions

You must comply with the following **conditions** to have the full protection of **your policy**. If **you** do not comply with them **we** may at **our** option cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

1. No Claims Bonus

If **you** or anyone else does not make a claim under this insurance, **we** will discount **your** renewal premium in line with the scale of no claim bonus which applies at the time. If **you** would like more information on the no claim bonus scale which applies or how **your** no claim bonus may be affected following a claim, **you** should contact Carole Nash Insurance Consultants Ltd.

2. How to Make a Claim

Contact Carole Nash Insurance Consultants Ltd with full details immediately after any damage or accident which might result in a claim under this **policy**. **You** or any other person claiming under this **policy** must send any claim form, summons or other correspondence to Carole Nash immediately.

Carole Nash has a 'Talking Claims' service which removes much of the inconvenience and hassle to **you**. Simply call 1800 930 803.

If **you** are making a claim following the theft or attempted theft of, or malicious damage to, **your motorcycle**, **you** must give immediate notification of the incident to the Garda.

3. Defending or Settling the Claim

Unless they have **our** written permission, no person can represent or admit liability for **us** or for **you** or any other person claiming cover under this **policy**.

We can carry out the defence or settlement of any claim and **we** can choose the solicitor who will act for **you** in any legal action.

We can also take legal action in **your** name or the name of any other person covered by this **policy**, to recover any payment **we** have made under this **policy**. **You** must give **us** all the information and help **we** need to deal with the claim.

4. Total Loss Claim

In the event of a total loss, if the motorcycle is the subject of a hire purchase or leasing agreement **we** will make the payment for the total loss of **your** motorcycle directly to the owner described in the agreement. If **our** estimate of the **market value** is more than the amount **you** owe the finance or leasing company, **we** will pay **you** any remaining balance of the agreed settlement. If **our** estimate of the **market value** is less than the amount **you** owe the finance company, **you** may have to pay them the rest of the agreed balance.

5. Other Insurance

If **you** were covered by any other insurance for the incident which resulted in a valid claim under this **policy**, **we** will not pay any of the claim.

6. Reasonable Precautions

You must take all reasonable steps to keep **your motorcycle** in a safe and roadworthy condition and protect it from damage, including fire, theft or attempted theft, malicious damage and someone taking **your motorcycle** without **your** permission.

Your motorcycle must be kept or used with a valid Department of Environment (N.C.T.) certificate, if one is needed. **You** must also keep to all legal regulations relating to **your motorcycle** and its ownership. **You** must allow **us** to examine **your motorcycle** whenever **we** ask.

7. Keeping to the Terms of This Policy

We will only give **you** the cover that is described in this **policy**, if any person claiming has met with all its terms and **conditions** and endorsements, as far as they apply.

8. Failure to pay a premium instalment

If **you** fail to pay an instalment **you** will be charged a missed payment fee and be given a notice of cancellation. If payment is not made within the period of this notice, the **policy** will be cancelled and **you** will be charged for the number of days cover that has been provided plus a cancellation fee. Please refer to the Carole Nash Terms of Business for details.

9. Cooling Off Period

You have the right to cancel **your policy** for a period of 14 days, either from the day of purchase/renewal of the contract or from the day **you** receive **your policy** documentation, whichever is the later. If **you** exercise this right **you** will be charged for the number of days cover that has been provided plus a cancellation fee. Please refer to the Carole Nash Terms of Business for details.

There will be no refund if a total loss has occurred.

You may cancel **your policy** with immediate effect by notifying Carole Nash Insurance Consultants Ltd by phone or by post.

If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

10. Cancellation By You

Your insurance **policy** has been arranged for a period of 12 months and **you** are required to pay the full premium. If **you** cancel the insurance other than in accordance with **policy** Condition 8 'Cooling Off Period' and there has been no claim(s), **you** will be charged for the number of days cover that has been provided plus a cancellation fee, details of which can be found in the Carole Nash Terms of Business. **Your** insurance premium

will include a payment for **your** Legal Expenses and Breakdown cover which Carole Nash have included as part of the Carole Nash product. This payment is non-refundable upon cancellation of the **policy** other than if cancelled by **you** during **your** 14-day 'cooling off' period. Please refer to the Carole Nash terms of Business for details.

You may cancel **your policy** with immediate effect by notifying Carole Nash Insurance Consultants Ltd by phone or by post. If a claim has occurred there there will be no refund.

You may cancel **your policy** with immediate effect by notifying Carole Nash Insurance Consultants Ltd by phone or by post.

If a claim has occurred there will be no refund.

11. Our Right to Cancel

In the unlikely event that **your** existing **Insurer** or Carole Nash Insurance Consultants Ltd need to cancel **your policy**, **you** will be given seven days notice in writing. This will be sent to **your** last known address. Valid reasons for cancelling include but are not limited to:

- if **you** do not pay **your** premium or instalment payment by the payment due date;
- where **we** reasonably suspect fraud or misrepresentation;
- if **you** do not provide **us** with information or documentation **we** reasonably require;
- where **you** have not taken reasonable care to provide complete and accurate answers;
- where **you** or anyone else covered by the insurance has not met the **policy** terms and **conditions**;
- where a change in **your** circumstances means **we** can no longer provide cover for **your motorcycle**.

Carole Nash will work out any refund (if applicable) for the unused part of **your** premium in line with the cancellation section of this **policy**. Carole Nash will also deduct a cancellation fee. Please refer to the Carole Nash Terms of Business for details.

Where **we** find evidence of fraud or deliberate misrepresentation **we** may void the **policy** back to the date when **you** first provided **us** with this information or the start of the **policy**. Where fraud is identified **we** will:

- not return any premium paid by **you**;
- recover from **you** any costs **we've** incurred;
- pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

Please bear in mind that it is an offence under the Road Traffic Act to ride, or permit a motor **vehicle** to be on a public highway or other public place, if **you** have not met the minimum insurance requirement.

12. Avoiding Certain Terms and Right

of Recovery

We may have to pay a claim because the law of a country which this **policy** operates in says **we** must. If **we** would not have paid this claim otherwise, **we** can ask for a refund from **you** or the person responsible for causing the claim.

13. Changes in Your Circumstances

You must tell Carole Nash Insurance Consultants Ltd immediately about any changes to the information set out in the **Statement of Fact, Certificate of Motor Insurance** or on **your Policy Schedule**. **You** must also tell Carole Nash Insurance immediately if any of the following happens:

- **you** or any rider receive any motoring convictions or fixed penalty **endorsements** (pending or not) or any accidents, claims, thefts or losses occur including fault and non fault, whether claimed for or not on any motor vehicle **policy**.
- **you** or any other rider has been convicted of a criminal offence or have possible prosecutions outstanding;
- the main rider of **your motorcycle** changes;
- the registered keeper of **your motorcycle** changes;
- **you** change **your motorcycle** for another one;
- any modification to or alterations from the manufacturers standard specification, including any manufacturer or dealer fitted option, whether or not performance is altered or any other changes which could improve value, appearance, performance or handling;
- the condition or specification of **your motorcycle** changes (if **your motorcycle** is covered on an **agreed value** basis)
- **you** change the place where **you** usually keep **your motorcycle**;
- any rider develops a health condition which may affect their riding;
- the mileometer on **your motorcycle** fails (applicable only if **you** have submitted an annual mileage declaration);
- **you** change **your** occupation;
- **you** change **your** address.

This is not a full list. If **you** are not sure whether to report any change, please speak to Carole Nash Insurance Consultants Ltd. **We** may re-assess **your** cover and premium as a result of any important information **you** give and mid-term changes may be subject to additional fees, as detailed in **our** Terms of Business document.

If the information provided by **you** is not complete and accurate:

- **we** may cancel **your policy** and refuse to pay any claim, or
- **we** may not pay any claim in full, or

- **we** may revise the premium and/or change the compulsory **excess**, or
- the extent of the cover may be affected.

14. Fraudulent Claims

If **you** or anyone representing **you** makes a claim or part of any claim that is fraudulent, false or exaggerated;

We may:

- reject the claim or reduce the amount of payment **we** make;
- cancel **your policy** from the date of the fraudulent act and not return any premium paid;
- recover from **you** any costs **we've** incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act;
- pass details to fraud prevention and law enforcement agencies who may access and use this information. Other **insurers** may also access this information.

Legal Expenses Policy

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Motorplus Limited t/a Coplus and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from <https://register.fca.org.uk> or by contacting 0800 111 6768

Great Lakes Insurance SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Great Lakes Insurance SE is regulated by the Central Bank of Ireland (C34050) for the Conduct of Business Rules .

Definitions

The following words or phrases have the meanings given below whenever they appear in the Legal Expenses policy wording. These will be shown in bold.

Adverse Costs

Any legal **costs** (including profit **costs**, **disbursements**, VAT and interest) which the **insured person** pays the **opponent** by order of the court or with **our** prior written agreement. These may include, for example, the **opponent's** solicitor's **fees**, barrister's **fees** and/or expert's **fees**.

Approval, Approve(d), Approving

The act of **us** agreeing in writing to provide indemnity in accordance with the terms of this **policy**.

Consent

Our written agreement to a particular course of action (such as settling a Claim).

Costs

Under this **policy we** will pay the following:

- a. the professional **fees** and **expenses** reasonably and properly charged by the **legal representative**, up to the standard rates set by the courts
- b. **your opponents costs** which **you** are ordered to pay by a court, the most **we** will pay for all claims arising out of one event is €100,000

Cover Period

The period shown in **your** current Certificate of Motor Insurance.

Damages

Any sum that a court says **your opponent** must pay or money **your opponent** agrees to pay to settle **your** claim.

Disbursements

Any sum spent by the **legal representative** on behalf of the **insured person** in respect of services supplied by a third party, providing that:

- a. the **insured person** received the services;
- b. the **insured person** was responsible for paying the third party for the services;
- c. the **insured person** knew that the services were being provided by a third party;
- d. the services were in addition to and distinct from the services supplied by the **legal representative** to the **insured person** on their own account; and
- e. **we** have agreed the amount to be paid in advance of the third party being instructed.

Disbursements may include, for example, barrister's **fees** (provided that the barrister is not acting under a Conditional Fee Agreement) or expert's report **fees**.

Fees and Expenses

Any professional **fees** reasonably incurred by the **legal representative** in pursuit of the Claim together with any **disbursements** that they incur or pay, including, where appropriate, Value Added Tax. For the purposes of this definition, "reasonably incurred" shall mean **costs** that are deemed by a court to be reasonable

Insurer

UK General Insurance Limited, who is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Insurance SE.

Legal Representative

Any appropriately qualified person (or company or firm) who has been **approved** by **us** to represent an **insured person** in pursuit of a claim against an **opponent**. "The **legal representative**" is a reference to the specific **legal representative** who acts in a particular claim.

Motor Insurance Policy

The **policy** of motor insurance for **your vehicle** which has been issued in accordance with the requirements of the Road Traffic Act 1988.

Opponent(s)

The third party responsible for the accident or collision which has given rise to an Insured Event under this **policy** and against whom the **insured person** wishes to bring a claim. Proceedings may not be issued against **us**, the **Insurer** or **your** insurance broker or agent, nor may proceedings be issued against an employer where **you** are the employer and the driver is **you** employee.

Part 36 Offer

Any offer made by an **opponent** to settle a Claim which may or may not offer any admission of liability, which may be made by either party at any time during the duration of the claim and if it is to be accepted, must be agreed within 21 days of the offer being made. Such an offer has the potential to cause the **insured person** to pay part of their **opponent's costs** should the **insured person** reject an offer, continue with the legal proceedings and subsequently fail to obtain more than they were offered by the **opponent**, or should they accept outside the 21 day period. This includes offers made under Part 36 of the Civil Procedure Rules 1998.

Policy

This before-the-event legal **expenses policy** providing cover for **adverse costs** and **fees** and **expenses**, together with the **Policy** Schedule and any **endorsement** which attaches to it.

Proportionate Manner

- In determining whether a claim can be pursued in a "proportionate manner". The factors **we** will take into account in assessing whether those **costs** are reasonable include but are not limited to:
- the prospects of success and the likely **costs** of pursuing the claim;
- the amount claimed and the amount that is likely to be recovered;
- the amount of **adverse costs** that **we** would be likely to pay if the claim was unsuccessful;
- the prospects of enforcing a judgment or agreement; and
- the circumstances of the Insured Incident, including the conduct of the insured person.

Reasonable Prospects

'Reasonable prospects' means **we** deem there is a 51% or greater chance that **you** will be successful in **your** pursuit of legal proceedings. This means that **you** have a greater chance of winning than losing.

Territorial Limits (Uninsured Loss Recover and Motor Prosecution Defence)

The European Economic Area (the European Union plus Iceland, Liechtenstein and Norway) and in addition the Isle of Man, Jersey, Guernsey, Albania, Andorra, Bosnia Herzegovina, FYR Macedonia, Monaco, Montenegro, San Marino, Serbia, Switzerland and the European part of Turkey.

Territorial Limits (Motor Contract Cover)

The **Territorial limit** is the Republic of Ireland.

Terrorism

Any direct or indirect consequence of **terrorism** as defined by the **Terrorism Act 2000** and any amending or substituting legislation.

Uninsured Loss(es)

Any loss directly arising from the Insured Incident in question that is not covered by any other insurance **policy**.

Vehicle

The **vehicle** specified in the **motor insurance policy**, which was being driven or ridden by a person entitled to drive or ride under the **motor insurance policy**, together with any caravan or trailer attached to such **vehicle** at the time of the Insured Incident.

We, Our, Us

MotorPlus Limited an insurance intermediary who is authorised to manage claims on behalf of the **Insurer**.

You, Your, Yourself, Insured Person

The named holder of this **policy** who lives in the Republic of Ireland together with any other person who is entitled to drive or ride the **vehicle** under the **motor insurance policy** (including any other person who is a passenger/pillion in the **vehicle**).

Section 1 Uninsured Loss Recovery

We will pay the **costs** for **adverse costs** and **fees** and **expenses** for **you** to take legal action as a result of any road traffic accident being the fault of the **opponent** occurring within the **territorial limits** and during the **cover period** which covers the following:

- damage to the insured **vehicle**; or
- damage to any personal belongings within or on the insured **vehicle**; or
- **your** death or bodily injury while **you** are travelling in

or on, or getting into or out of or on or off the insured **vehicle**; or

- any other **uninsured losses** that **you** sustain;

We will provide this cover as long as:

- **your** claim has **reasonable prospects** of success;
- the claim can be pursued in a **proportionate manner**;
- the accident happened within the **territorial limits** and within the **period of insurance**;
- the incident was the fault of the **opponent**.
- **you** do not deliberately mislead **us** or the **legal representative** or exaggerate the claim or bring any false or contrived claims;
- **we** have given written **approval** to pursuing a claim prior to **you** commencing any legal proceedings or making an appeal;
- **you** follow **our** or the **legal representative's** advice and provide any information they ask for;
- **your legal representative** follows the requirements set out in the **your legal representative** must do the following' section overleaf.

We will not cover:

- **adverse costs** and **fees** and **expenses** **you** have paid directly to the **legal representative** or any other person without **our** prior written **approval**;
- any claim resulting from a road traffic accident not covered by the **motor insurance policy**;
- any legal action brought against **you**;
- any claim where **you** intend to represent **yourself** (known as a litigant-in-person) unless **we** have given prior written **approval**;
- any claim which **you** settle or discontinue without **our consent**; any **costs, fees** or **expenses** incurred after **you** have rejected **our** or the **legal representative's** advice to settle or discontinue a claim;
- any fines, penalties or **damages** **you** are ordered to pay by a court or similar authority;
- disputes arising from parking offences;
- any claim where the **opponent** cannot be traced or identified, or is not Insured for the risks of a claim;
- any claims where **you** have instructed the **legal representative** to stop acting on **your** behalf or where the **legal representative** has refused to continue to represent **you**;
- any **costs, fees** or **expenses** following **you** breaching the terms of this **policy** (see 'you must do the following' below);
- any **costs** awarded by the court as a result of **your** unreasonable behaviour or that of **your legal representative**;
- where **you** have disregarded **our** advice to accept a **part 36 offer** to settle a claim

- where **we** have advised the insured person that their claim would be best settled by other means than the issue of legal proceedings in a court of law within the **United Kingdom**.

You must do the following - failure to do so will result in cover being withdrawn for **adverse costs, fees** and **expenses**.

- provide promptly any other supporting information **we** or the **legal representative** ask for;
- keep **us** and the **legal representative** informed of any matters that might affect the chances of success in the claim, the amount of **damages** that are likely to be recovered, or the amount of the **costs** of the claim;
- keep **us** informed (or ask the **legal representative** to keep **us** informed), particularly if any offers have been made;
- get **our** written **consent** before any **part 36 offer** or other offer of settlement is accepted or rejected;
- get **our** written **consent** before any claim is discontinued;
- take reasonable steps to keep all **costs, fees** and **expenses** as low as possible;
- attend court or go to any expert examination when asked to do so;
- act upon any order for **costs** promptly;
- not do anything to impede any negotiations about **costs** or any assessment of **costs**;
- provide **us** with access to **your legal representative** and authorise them to keep **us** informed of the progress of the claim and any other relevant matters;
- allow **us** to have any legal bill audited or assessed.

Settling claims in particular circumstances

We have the right to:

- settle a claim by paying the amount in dispute;
- settle the **costs** covered by this **policy** if there is no other way of getting these **costs** back;

Section 2 Motor Prosecution Defence

We will pay the **costs** of defending **your** legal rights (including making an appeal against **your** conviction or sentence) after any event which results in criminal proceeding being brought against **you** for an offence relating to **your** ownership or use of the insured **vehicle**.

Pleas in mitigation are covered where there is **reasonable prospects** of such a plea materially affecting the likely outcome.

We will provide cover as long as:

- the proceedings arise from an event that occurred within the **territorial limits** and within the **cover period**;
- the proceedings will be decided by a court within the **territorial limits**.

We will not provide cover for the following;

- parking offences for which **you** do not receive penalty points against **your** licence;
- driving or riding while under the influence of alcohol or drugs;
- driving or riding without valid motor insurance;
- any offence which would be covered under **Uninsured Loss Recovery**, Section 1;
- where **you** qualify for legal aid;
- fines, penalties, or compensation orders; or applications for judicial review.

Section 3 Motor Contract Cover

We will pay the **costs** of **you** taking or defending legal action as a result of any action arising from a contract **you** have to:

- buy, hire or sell the insured **vehicle** or its spare parts or accessories; or
- service, repair or test the insured **vehicle**.

We will provide cover as long as;

- **you** entered into the contract within the **territorial limits**;
- the dispute first arose within the **cover period**;
- any legal action is brought within the **territorial limits**; and
- after taking into account the view of **your legal representative**, in **our** opinion **you** are more likely to succeed than not recovering **damages**, defending the legal action or settling the dispute in another way.

We will not provide cover for the following;

- the first €150 of every claim under this section;
- any event which occurs within the first three months of this **policy**, unless the claim is for new goods or services bought after the start of this **policy**;
- any contract where the amount in dispute is less than;
- €1500 for buying, selling or hiring the insured **vehicle**; or
- €375 for servicing, repairing or testing the insured **vehicle**;
- a dispute over the amount of money or other compensation due under an insurance **policy**;

- a dispute arising from an allegation of dishonesty against **you**; or
- a dispute which arises following **your** deliberate breach of a contract.

Exclusions That Apply to All of the Legal Expenses Policy

Fraudulent Claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your policy**;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the **policy**, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated then **we** will not pay any benefit under this **policy** or return any premium to **you** and **we** may cancel **your policy** immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

- any claim that is not notified to **us** as soon as is reasonably possible after the date of event when the claim may be prejudiced by late notification.
- any claim arising out of an **insured person's** alleged dishonesty or violent conduct.
- any claim arising out of an insured person's alleged use of drugs or alcohol.
- disputes arising, from or relating to:
 - criminal prosecutions or family proceedings, the exclusion for cover in respect of criminal prosecutions shall not apply if **you** are making a claim for motor criminal prosecutions, under section 2 motor prosecution defence of this **policy**;
 - judicial review or applications for judicial review;
 - enforcement proceedings;
 - the terms and **conditions** of this **policy**, including alleged rights of a person other than **you** to enforce the terms of this **policy**. For the avoidance of doubt no person other than those defined under the definition of **insured person** above shall be entitled to claim against this **policy**;
- any **adverse costs** or **fees** and **expenses** in any claim where those **costs** are covered by another insurance **policy** or similar scheme including cover

arising by virtue of an insured **person's** trade union membership.

- any legal liability directly or indirectly caused to or contributed to by or arising from:
 - loss or damage caused by Irradiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other;
 - hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter;
 - Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- any damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- claims in respect of damage or losses arising from races, rallies or competitions, or claims where the **vehicle** has not been maintained in accordance with the manufacturer's recommendations and/or instructions - including servicing and **vehicle** faults.
- claims in **excess** of the limit of indemnity of €100,000 for any one claim.

Conditions That Apply to All of the Legal Expenses Policy

Legal Representative

- Before legal proceedings are issued, a representative from **our** panel will be appointed to act for **you** to pursue, defend or settle any claim **we** have accepted in accordance with the terms and **conditions** of this **policy**;
- Should legal proceedings need to be issued or have been issued against **you**, or where there is a conflict of interest, **you** can choose a non-panel solicitor of **your** choosing. **You** must inform **us** in writing of the full name and address of the representative **you** want to act for **you**.
- If there is any dispute over **your** choice of solicitor **you** will be asked to nominate an alternative. If, after having done so, **we** are still not able to agree, **you** may escalate the matter in accordance with the Arbitration condition of this **policy**. Until the complaint has been resolved, or until such time as an arbitrator has reached a decision, **we** shall be entitled to appoint a **legal representative** from **our** panel in order to protect **your** interests in any legal proceedings.

- If **you** do select to appoint **your** own solicitor, this insurance will not cover **expenses** over and above the **costs** that **our** panel would charge in equivalent circumstances. For **your** information, this means that **we** would take into account the seriousness of the claim and the location and class of solicitor that **you** choose. The hourly rate is currently set at £125 + VAT. **We** reserve the right to assess each case on its merits, and may agree to pay additional **fees** if **we** feel the situation warrants it. This will remain entirely at **our** discretion;
- The **legal representative** or solicitor of **your** choosing will have direct contact with **us** and must fully cooperate with **us** at all times, and **you** must cooperate with **your** representative, providing all necessary information and assistance to them as required;
- Any solicitor that **you** appoint must sign **our** standard terms of appointment and adhere to all of its terms. **You** agree to **us** having access to the **legal representative's** or solicitor's (as the case may be) file relating to **your** claim. **You** will be considered to have provided express **consent** to **us** or **our** appointed agent to access the file for auditing, quality and cost control purposes.

Arbitration

- In the event of any dispute or difference whatsoever arising out of this product or any claim made, the matter shall be referred to an arbitrator, who shall be either a solicitor or a barrister who **you** and **we** agree on in writing. If the insured person is not the **policyholder**, by claiming under this **policy** he or she agrees to be a party to any Arbitration under this clause whether jointly with **you** or otherwise and whether as claimant or defendant.
- If an arbitrator cannot be agreed then **we** shall ask the President of the Chartered Institute of Arbitrators to choose one (or the President of the Law Society of Ireland or a similar legal professional body in the Republic of Ireland). The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the **costs** of the arbitration. If **costs** are awarded against **you**, they are not covered under this **policy**. This arbitration condition does not affect **your** rights to take separate legal action.

Statutory Regulations

- In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

Proportionality

- Where an award of **damages** is the only legal remedy to a dispute and the cost of pursuing civil proceedings is likely to exceed the value of any such award of **damages**, the most the **insurer** will pay in respect of legal **costs** is the value of the likely award of **damages**.

Severability

- If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect. Acts of Parliament
- All references to Acts of Parliament in this **policy** shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man, and the Channel Islands (and in the Republic of Ireland, Irish law) and shall include any subsequent amendments, re-enactments or regulations.

Choice of law and jurisdiction

- Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply. When this **policy** is sold in the Republic of Ireland, Irish law will apply.
- Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute regarding the interpretation of this **policy**

Choice of law and jurisdiction

For full details of how **we** protect **your** privacy and process **your** data please read the Privacy Statement that accompanies this **policy**. The Privacy Statement can also be viewed online by visiting <https://www.coplus.co.uk/data-privacy-notice>

Privacy Statement

For full details of how **we** protect **your** privacy and process **your** data please read the Privacy Statement that accompanies this **policy**. The Privacy Statement can also be viewed online by visiting www.coplus.co.uk/dataprivacy-notice.

Cancellation Right

Please refer to the main cancellation section on page 8 for details.

Making a Claim

The claims procedure outlined below is administered by Motorplus Limited.

If **you** need to make a claim under section 2 or 3 please call 0044 333 241 9567.

If **you** need to make a claim under Section 1, please contact Carole Nash Insurance Consultants Ltd on 1800 930 803.

Carole Nash Insurance Consultants Ltd will pass the details of **your** claim on to a solicitor.

Legal helpline

Carole Nash Legal **Expenses** includes access to Legal Helpline to give advice, 24 hours a day, 365 days a year, on any personal legal matter. **We** may record the calls to protect **you**.

Legal Helpline Tel. No 0044 333 241 9567 **we** agree to cover **you** under the terms and conditions of this **policy**, as long as the premium has been paid.

Irish & European Breakdown Recovery Policy

Irish and European, roadside assistance and vehicle recovery is underwritten by Inter Partner Assistance (IPA) UK Branch which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **us** by request. Inter Partner Assistance SA firm register number is 202664. **You** can check this on the Financial Services Register by visiting the website www.fca.org.uk/register.

Axa Assistance (UK) limited operates the 24-hour motoring assistance helpline.

Definitions

The following words or phrases have the meanings given below whenever they appear in the **Breakdown Assistance** policy wording. These will be shown in bold.

Breakdown

Where the **insured vehicle** can not be driven due to an electrical or mechanical fault, the theft or loss of keys, a flat tyre, or running out of fuel.

Insured Vehicle

Any vehicle specified in the Policy Schedule or described in the current Certificate of Motor Insurance.

The **insured vehicle** must be no more than:

- 3.5 tonnes when fully loaded;
- 5.5 metres (18 feet) long; or
- 2.3 metres (7 feet 6 inches) wide.

This also includes any caravan or trailer attached to **your** motor vehicle (as long as it is no longer than 7.6 metres (25 feet) long, including the towbar).

Period of Insurance

The period shown in **your** current Certificate of Motor Insurance.

Territorial Limit

The **territorial limit** for Section 4 is Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

The **territorial limit** for Section 5 is the Andorra, Austria, Belgium, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Great Britain, Greece, Hungary, the Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, the Netherlands, Northern Ireland, Norway, Poland, Portugal, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Turkey.

We, Us, Our

Inter Partner Assistance SA UK Branch and AXA Assistance (UK) Ltd both of The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK.

You, Your

The person named in **your** current Certificate of Motor Insurance and any person authorised to drive or be a passenger in, or on, the **insured vehicle**.

Section 4 Republic of Ireland Assistance

What is Covered Under Section 4

Home and Roadside Assistance

We will come out to the **insured vehicle** if **you** can't ride it after a **breakdown**, accident, or an act of vandalism within the **territorial limit** and within the **period of insurance**.

If **we** have to make a forced entry to the **insured vehicle** because **you** are locked out or have lost **your** keys, **you** must sign a declaration, saying that **you** will be responsible for the damage.

If the **insured vehicle** cannot be repaired the same day at a local garage after being recovered by **us**, **we** will arrange and pay for one of the following:

Onward Travel

We will arrange and pay for the **insured vehicle**, **you** and one passenger to continue with **your** journey to **your** destination or to return home, or

Hotel Accommodation

If **you** are more than 50 miles from **your** home address, **we** will pay for the cost of bed and breakfast for **you** and one passenger. The most **we** will pay is €75 a person. **You** must pay for any extra hotel costs, or

Car Hire

We will arrange and pay for a hire car, up to 1600cc, for up to 24 hours. **You** must have a valid driving licence with **you**, and pay a deposit to the hire-car company by credit card, to cover the cost of the fuel **you** use, insurance and any extra days' hire.

We will provide car hire as long as **you** are between 25 and 65 years old. **We** will try to arrange something for **you** if **you** are under 25 or over 65, but **we** cannot guarantee that **we** will be able to help. **You** might not be able to get a hire car if **you** have endorsements on **your** driving licence.

We will choose the most appropriate solution from the options above.

Storage

If the **insured vehicle** has to be stored after **we** have recovered it, **we** will pay for the cost of storing the **insured vehicle**. The most **we** will pay is €75.

Medical assistance

If **you** have to go into hospital after an accident, within the **territorial limit** and within the **period of insurance** and are more than 20 miles from **your** home, **we** will pay for one night's bed and breakfast in a hotel **we** choose, for **your** passenger.

The most **we** will pay is €150 a person. **You** must pay for any extra hotel costs.

We will also arrange for an ambulance to take **you** to a hospital near **your** home if medically necessary, the maximum that **we** will pay is a total of €450. A doctor must give permission before **we** do this.

Replacement rider

If following an accident or a **breakdown** involving the **insured vehicle** **you** can't ride it because **you** are ill or injured within the **territorial limit** and within the **period of insurance**, **we** can arrange and pay for a replacement rider to take **you**, the **insured vehicle** and **your** passengers to **your** home address within the Republic of Ireland.

Message Service

We can get a message to a person **you** have chosen, if **your** journey has been delayed as a result of a **breakdown**, or an act of vandalism involving the **insured vehicle** within the **territorial limit** and within the **period of insurance**.

Broken Glass

We can arrange for an approved supplier to come out to **you** to replace any broken glass, but **you** will have to pay for the work they do.

Accidents

We will come out to the **insured vehicle** if **you** can't ride it after an accident. **We** will pay the recovery charges on **your** behalf but will be entitled to ask **you**

for all reasonable help to take action in **your** name to get **our** costs refunded from another organisation.

Claims

We shall not be responsible for more than six claims against the service during any 12 month period. Once the maximum number of claims has been reached, a referral service will be offered. All costs will be charged to **you**

Section 5 European assistance

We will provide the cover of this section as long as **you** are not travelling outside the Republic of Ireland for more than 91 days at a time.

The most **we** will pay for all claims arising out of one event under this section is €3,750 subject to the terms and conditions of this policy.

What is Covered Under Section 5

Roadside Assistance and Recovery

We will come out to the **insured vehicle** if **you** can't ride it after a **breakdown**, or an act of vandalism within the **territorial limit** and within the **period of insurance**.

We will arrange and pay for it to be taken to the nearest repairer.

If **you** have a problem on a motorway outside the Republic of Ireland or the UK, **you** will have to use a roadside telephone. **You** will be connected to the authorised motorway service, not **our** control centre. **You** may have to pay for the cost of labour and towing the **insured vehicle** on the spot, but **you** can claim these costs back from **us** when **you** get home by calling **us** on 090 645 1972.

Vehicle Repatriation

If the **insured vehicle** can't be repaired in Europe, or by the time **you** have to get home, **we** will arrange and pay for it to be taken to the nearest garage to **your** home address in the Republic of Ireland.

You must give **us** a signed list of any items which are left in, or on, the **insured vehicle**. **We** will not be responsible for the loss of, or damage to, any items which are not on this list.

We will only repatriate **your insured vehicle** to the Republic of Ireland if **we** believe the cost of doing so would be less than the market value of the vehicle in the Republic of Ireland following the loss or damage.

Storage

If the **insured vehicle** has to be stored whilst **you** are waiting for it to be recovered or taken back to the Republic of Ireland by **us**, **we** will pay for the cost of storing the **insured vehicle**. The most **we** will pay is €150.

Onward Travel

If the **insured vehicle** can't be repaired the same day of being recovered by **us**, **we** will arrange and pay for one of the following:

Hotel Accommodation

Up to three nights bed and breakfast accommodation for **you** and one passenger. The most **we** will pay is €150 a night for each person, provided **your** original accommodation has been pre-paid and **you** can't get **your** money back. **You** must pay for any extra hotel costs; or

Car Hire

A hire car, up to 1600cc, for up to 14 days*, so **you** can carry on with **your** journey, as long as the **insured vehicle** has been recovered by **us**. **You** must have a valid driving licence, and pay a deposit to the car-hire company by credit card, to pay for the fuel **you** use and any extra days' hire. **We** cannot guarantee that a vehicle with accessories like roof racks and tow bars will be available. **You** might not be able to get a hire car if **you** have endorsements on **your** driving licence. **We** will provide this cover as long as **you** are between 25 and 65 years old. **We** will try to arrange something for **you** if **you** are under 25 or over 65, but **we** cannot guarantee that **we** will be able to help, or

Rail

A standard-class rail ticket for **you** and up to one passenger, so **you** can carry on with **your** journey, or to get **you** home. **We** will choose the most appropriate solution from the options above.

Replacement Rider

If following an accident or a **breakdown** involving the **insured vehicle** **you** can't ride it because **you** are ill or injured within the **territorial limit** and within the **period of insurance**, **we** can arrange and pay for a replacement rider to take **you**, the **insured vehicle** and **your** passengers to **your** home address within the Republic of Ireland.

Message Service

We can get a message to a person **you** have chosen, if **your** journey has been delayed as a result of a **breakdown**, or an act of vandalism within the **territorial limit** and within the **period of insurance**.

Parts delivery

If the parts needed to repair the **insured vehicle** are not available locally, **we** will arrange and pay for these parts to be delivered.

Accidents

We will come out to the **insured vehicle** if **you** can't ride it after an accident. **We** will pay the recovery charges on **your** behalf but will be entitled to ask **you**

for all reasonable help to take action in **your** name to get **our** costs refunded from another organisation.

Claims

We shall not be responsible for more than six claims against the service during any 12 month period. Once the maximum number of claims has been reached, a referral service will be offered. All costs will be charged to **you**.

What is Not Covered Under Sections 4 and 5

We will not provide cover for the following;

- any costs **we** have not agreed to.
- any costs **you** would normally have to pay, such as petrol and toll charges.
- an **insured vehicle** which is not kept in a good mechanical and roadworthy condition, or serviced according to the manufacturer's recommendations.
- an **insured vehicle** without a current Department of Environment (N.C.T.) certificate (if one is needed) and valid motor tax disc on display.
- the **insured vehicle** being used for any criminal act.
- anything to do with alcohol, drugs or solvent abuse.
- an **insured vehicle** if **you** call **us** out for a problem **you** have called **us** about before, but have not, in **our** opinion, tried to get the problem fixed since the last time **you** called **us** out.
- an **insured vehicle** **we** cannot recover because of bad weather conditions, like floods, snow or high winds, or because **your** vehicle is stuck in sand or mud. If specialist equipment is needed to recover **your** vehicle, **you** will have to pay the extra cost.
- any release fees **you** have to pay if **your insured vehicle** is stolen and recovered by the Garda.
- any loss or damage which is the result of the **breakdown**, accident or act of vandalism.
- mobile phone and telephone call costs - mobile phones are convenient but expensive. Even if **you** ask someone to call **you** back on **your** mobile, **you** may still have to pay for the call. These costs are not covered under **your** policy in any circumstances.
- the cost or the quality of repairs when **your** vehicle is repaired in any garage to which the vehicle is taken.
- the cost for the recovery or repair vehicle coming out to **you** if, after requesting assistance to which **you** are entitled, **your** vehicle is moved, recovered or repaired by any other means.
- any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret, or deal with any date change.
- the **insured vehicle** being used for road-racing, rallying, pace-making, speed testing or any other competitive event.
- claims directly or indirectly caused by, contributed to or arising from:

- ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
- any claim or any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom.
- claims arising from war, invasion, riot, revolution or a similar event.

What to do if You Have an Accident or a Breakdown

- in the Republic of Ireland, call **us** on 090 645 1972.
- in the United Kingdom, call **us** on 0800 093 5318.
- outside the Republic of Ireland and the United Kingdom, call **us** on 0044 1737 826 112.
- **our** operator will ask **you** for the following:
 - where **you** are.
 - **your insured vehicle** registration number.
 - the make and colour of **your** vehicle.
 - a telephone number **we** can contact **you** on.
 - details of what has happened.
- do not make **your** own arrangements.
- **you** and **your** passengers must be with the **insured vehicle** when the repair or recovery vehicle arrives, unless **you** have made other arrangements with **us**.
- if **you** have a problem on a motorway outside the Republic of Ireland or the UK, **you** will have to use a roadside telephone. **You** will be connected to the authorised motorway service, not **our** control centre. Once **you** reach a place of safety, **you** must call **our** control centre on 0044 1737 826 112. **You** may have to pay for the cost of labour and towing the **insured vehicle** on the spot, but **you** can claim these costs back from **us** when **you** get home by calling **us** on 090 645 1972.

Breakdown Recovery Policy Condition

Authorisation

Should **you** be unwilling to accept **our** decision or that of **our** agents, on the most suitable form of assistance to be provided. **We** will pay no more than €150 for any one **breakdown** towards **your** preferred form of assistance.

Data Protection

Details of **you**, **your** insurance cover under this policy and claims will be held by **us** (acting as data controllers) for underwriting, policy administration, claims handling, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below). **We** collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- a. use of sensitive information about the health or vulnerability of **you** or others involved in **your** insurance claim, in order to evaluate **your** claim and provide other services as described in this policy;
- b. disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service **your** insurance cover, to provide **you** with a **breakdown** assistance claims service, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c. monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of recordkeeping, training and quality control;
- d. obtaining and storing any relevant and appropriate evidence of the condition of the property subject of the **breakdown** claim, which **you** have provided for the purpose of validating **your** claim; and
- e. sending **you** feedback requests or surveys relating to our services, and other customer care communications. **We** will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources, in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK and the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection. By purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them

of **our** use of their data as described here and in **our** website privacy notice (see below). **You** are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in **our** website privacy notice - see below). Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Inter Partner Assistance UK Branch or AXA Assistance, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer
The Quadrangle
106-118 Station Road
Redhill
RH1 1PR
UK

Email: dataprotectionenquiries@axa-assistance.co.uk

Our full data privacy notice is available at: www.axaassistance.co.uk. Alternatively, a hard copy is available from **us** on request.

Our Customer Care Policy

Whilst **we** will make every effort to maintain the highest standards, **we** recognise that there may be some occasions when **we** fail to satisfy the particular requirements of **our** customers. **We** therefore have procedures in place to investigate and remedy any area of concern.

If Your Complaint is in Relation to Carole Nash:

If **you** wish to complain about the services provided by Carole Nash, such as the way **your** policy was sold to **you**, please contact Carole Nash:

By phone: 1800 298 551

In writing:

Compliance and Risk Team
Carole Nash Insurance Consultants Ltd
Trafalgar House
110 Manchester Road
Altrincham
Cheshire
WA14 1NU
UK
E-mail: emerald@carolenash.com

If Your Complaint is in Relation to the Insurer:

For complaints about policy administration and documents, contact the Personal Lines Service Manager at:

Ageas Insurance Limited
60 Spring Gardens
Manchester
M60 1HU
Phone:

In the United Kingdom: 0161 834 9888
In the Republic of Ireland: 0044 161 834 9888
Email: underwritingcustomerservice@ageas.co.uk
For complaints about claims contact:

Ageas Insurance Limited,
Personal Insurance Claims Centre
1 Port Way
Port Solent
Portsmouth
Hampshire
PO6 4TY

Phone:
In the United Kingdom: 0800 161 5195
In the Republic of Ireland: 0044 800 161 5195
Email: claims.director@ageas.co.uk

We promise to:

- acknowledge **your** complaint within five days of receiving it;
- have **your** complaint reviewed by a senior member of staff;
- tell **you** the name of the person managing **your** complaint; and
- respond in full to **your** complaint within 28 days. If this is not possible for any reason, **we** will write to **you** to explain why **we** have not been able to settle the matter quickly. **We** will also let **you** know when **we** will contact **you** again.

If Your Complaint is in Relation to Carole Nash Breakdown Assistance,

Please write to:

Customer Relations
Inter Partner Assistance SA
The Quadrangle
106-108 Station Road
Redhill
Surrey
RH1 1PR
UK

E-mail: quality.assurance@axa-assistance.co.uk
Phone: 00 44 1737 815 215

If Your Complaint is in Relation to Legal Expenses Policy:

Please Write to:
Quality Assurance Team
Coplus
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich
NR1 3PA
Phone: 0333 241 9580
Fax: 01603 420 010

Financial Ombudsman Service

If **you** are still unhappy following receipt of the final response within 6 months **you** can refer the dispute to the Financial Ombudsman Service in the United Kingdom, or the Financial Services Ombudsman Bureau in the Republic of Ireland if regarding the Legal Expenses policy.

You can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower
London
E14 9SR
Telephone 0800 023 4 567

In the Republic of Ireland, **you** can contact the Financial Services Ombudsman Bureau at:

The Financial Services Ombudsman Bureau
3rd Floor,
Lincoln House,
Lincoln Place,
Dublin 2.

By phone: 1890 88 2090 or alternatively by phone: +353 1 6620899
and/or

Insurance Information Service
Insurance Ireland
39 Molesworth Street,
Dublin 2.

By phone: 16761914, Fax: +353 1 761943,
Email: iis@iif.ie
Website: www.iif.ie

Details on how to take **your** complaint to the Financial Ombudsman Service can also be found on the Online Dispute Resolution (ODR) platform <http://ec.europa.eu/consumers/odr>, which has been set up by the EU Commission.

Financial Conduct Authority

Carole Nash Insurance Consultants Ltd is authorised and regulated by the Financial Conduct Authority. The **insurers** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Financial Services Compensation Scheme

We, Carole Nash and in relation to the Legal Expenses policy Great Lakes Insurance SE are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that either party cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

Irish & European Breakdown Recovery Card

In the event of a breakdown or accident,
please call one of the following:

In Ireland call 090 645 1972
In the UK call 0800 093 5318
In the rest of Europe call 0044 1737 826 112





UK & European Breakdown Recovery Card



Carole Nash Insurance Consultants Limited

Ulysses House, 22/24 Foley Street, Dublin 1

Tel: 1800 298 551

Email: emerald@carolenash.com - Website: www.carolenash.ie

**This policy and other associated documentation are also available in large print, audio and Braille.
If you require these formats please contact Carole Nash Insurance Consultants Ltd.**

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